

Conditions of Participation Special Section



Asia-Pacific Sourcing
Cologne, 9–11 March, 2011

1 Event organizer, event venue, dates

Asia-Pacific Sourcing 2011 is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

It will take place at the Koelnmesse exhibition grounds from Wednesday, March 9 to Friday, March 11, 2011.

Opening times

March 9 + 10:

For exhibitors: Daily from 8 a.m. to 7 p.m.

For visitors: Daily from 9 a.m. to 6 p.m.

March 11:

For exhibitors: Daily from 8 a.m. to **4 p.m.**

For visitors: Daily from 9 a.m. to **3 p.m.**

Exhibitors should note the following **schedule** when making their plans:

Stand space confirmation: around September 2010.

Construction of individual stands: from 8 a.m. Saturday, March 5, 2011.

Construction must be completed by 8 p.m. on March 8, 2011.

Occupation of Koelnmesse standard stands: 24 hours before the fair starts.

Dismantling of all stands and exhibits: by **6 p.m.** on Saturday, March 12, 2011.

Only Trade visitors are accepted.

2 Eligibility to take part

Manufacturers whose display goods are of the kind covered by the fair in question can be accepted (see enclosed list of products) and if they are entered in the commercial register, the official craftsmen's list or their foreign equivalents. Commercial agents and importers can exhibit on behalf of the firms they represent provided the latter submit a written authorization to this effect and certify that the articles involved are not offered by any other firm at the fair. The Fair Authorities will decide upon the acceptance of firms or products and upon allocation of space. In the event of rejection, the firm in question will receive special notification.

3 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is *res judicata* if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights. You will find further information in the brochure NO COPY! on our homepage www.asiapacificsourcing.de, For Exhibitors, No Copy – Pro Original.

4 Participation fees and other costs

As an exhibitor, the following costs will apply:

Participation fee per m² of floor area:

up to 20 m²: 192.00 EUR/m²

from 21 – 30 m²: 185.00 EUR/m²

from 31 – 50 m²: 178.00 EUR/m²

from 51 – 100 m²: 171.00 EUR/m²

from 101 m²: 164.00 EUR/m²

The participation fee does not include the provision of stand partition walls.

These costs cover the rental of exhibition space including the stipulated construction and dismantling period; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; lighting, ventilation and air conditioning; advice by Koelnmesse GmbH experts on organization, advertising and PR work; complementary advertising materials for attracting your firm's customers; provision of rooms and areas for press conferences; press contact services. For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 per cent of the price per m² of floor area.

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 EUR cents per m² for representing your interests. Koelnmesse has agreed to take over calculating and collecting the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

Energy costs

7.00 EUR per m² of occupied stand area as a **proportional flat-rate charge** for electricity, water, compressed air etc. at your stand.

Down payment for services

Koelnmesse GmbH and Koelnmesse Service GmbH are entitled to collect an adequate down payment for services provided at an event (e.g. power and water supply etc.). The amount of the down payment for services is based on the services invoiced at the previous event (Asia Pacific Sourcing 2009). For exhibitors that did not take part in Asia Pacific Sourcing 2009, the down payment amounts to EUR 754,00.

After the event is over, a separate invoice is drawn up for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. All exhibitor claims on interest for the down payment are excluded.

Co-exhibitor charge

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of 356.00 EUR per company will be charged. The prices of the Media Package and the Visitor Promotion Package are not included in this fee (see point 8).

Catalogue

Entries in the Media Package are compulsory and subject to a fee of 349.00 EUR (see point 8).

Costs of withdrawal and non-participation

You can revoke your registration at any time until you receive the admission / space confirmation. In this case, you will have to pay 1,000.00 EUR. In the event of non-participation after you have received the admission / stand confirmation, you must pay compensation amounting to 25 per cent of the participation fee (at least the amount listed above), provided the reserved stand area can be rented to a third party. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

If you have also ordered stand construction services from Koelnmesse Service GmbH, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse Service GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. If the declaration revoking the order is received after the deadline, Koelnmesse Service is entitled to demand from you payment of the costs for dismantling the respective stand. These costs amount to 100 per cent of the agreed-upon fee, in the event of a cancellation during construction of the stand; 50 per cent of the agreed-upon fee, in the event of a cancellation within three weeks prior to the start of construction; and 30 per cent of the agreed-upon fee, in the event of a cancellation within four weeks prior to the start of construction. The agreed-upon fee must be paid in full for individually crafted or purchased components and graphics. If stand construction services were ordered independently of the registration for a stand area, the cancellation of such an order is subject to the regulations of the corresponding order form of Koelnmesse Service GmbH (Form S.12).

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT invoiced to their account as long as they satisfy the legal requirements. The appropriate service is offered by Koelnmesse Service in conjunction with G-VAT (form M.13 in the Online-Service Package/www.koelnmesse-service-portal.com), and is subject to a fee, or you could claim it directly from Bundeszentralamt für Steuern, Dienststz Schwedt, Passower Chaussee 3 b, 16303 Schwedt/ Oder, Germany. Phone: +49 228 406-1200, fax: +49 228 406-2661, e-mail: vorsteuerverguetung@steuerliches-info-center.de, www.bzst.bund.de.

5 Stand sizes and construction

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using form S.10 from the online-Service Package (www.koelnmesse-service-portal.com).

This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The **maximum stand construction height is 3.00 m**. This is also the maximum allowable height for all company and product signs and all types of advertising. Constructions suspended from the ceiling in order to illuminate the trade fair stand (insofar as they are not connected to the stand and do not form a visual unit with it) may, **with the written permission of the organizers**, be attached higher than the maximum construction height of 3.00 metres.

Assuming that the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands in the halls. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and **at least 6 weeks before the event commences**.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order form S.12 is included in the application documentation. For information about alternative types of stand construction, please contact Koelnmesse Service GmbH. For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

6 Exhibitor passes and work passes

As an exhibitor you receive, free of charge:

3 exhibitor passes for each stand of up to 12 m²;

4 exhibitor passes for each stand of up to 20 m²;

1 exhibitor pass for each additional ten m² or partial ten m², up to a stand size of 100 m²;

1 exhibitor pass for each additional 20 m² or partial 20 m².

The passes will be valid from the first day of construction to the last day of dismantling. The passes are sent together with the invoice for your stand.

If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse for a fee of 35.00 EUR if the order is placed until 04.03.2011, 39.00 EUR if the order is placed as of 05.03.2011 (please see attached order form Z.01).

If stand personnel change during the event, you can exchange a used exhibitor pass (bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services office. You will also receive free passes that allow your company's personnel/stand construction staff access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand.

7 Rules on selling

In view of the professional nature of the event, the direct sale and open-price-labelling of exhibits or samples on the stands are not permitted. This regulation does not apply to printed matter such as trade publications and specialist journals.

8 Media Package (Forms 2.10, 2.30)

Koelnmesse offers exhibitors a Media Package for its events.

The Media Package consists of the following elements: –

- One entry in the alphabetical list of exhibitors (Print catalogue)
- Two entries in the product group list (Print catalogue)
- One entry in the Online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in form 1.30
- Entry and activation for Online Matchmaking with all product group entries given in form 1.30 for Asia-Pacific Sourcing 2011.
- Activation for the online schedule planner
- Entry in the online route planner
- One entry and image in the Mobile Exhibition Guide (M.E.G.): Company name, address, stand location, website and e-mail address and all of the product groups you marked in form 1.30

The Print catalogue includes an alphabetical list of companies, a list of products and advertisements. The Print catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

Each participating company and co-exhibitor and group participant must be listed in the Media Package. A fee of 349.00 EUR is charged for this service.

If the exhibitor fails to submit Order Form 2.10 before the deadline, **entries in the media package are based on the information given in Form 1.10ff. and are subject to a fee.**

The editorial deadline is November 2, 2010.

Applications received subsequently will be included in the catalogue supplement under the above mentioned conditions.

Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany, has been commissioned to create the media package. Printing of the catalogue and advertisements will be carried out by:

A. Sutter Fair Business GmbH

Postfach 10 33 34, 45033 Essen, Germany

Tel. +49 201 8316-001, Fax. +49 201 8316-099

info@fair-business.de

The Koelnmesse does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing.

The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

9 Advertising

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

1. Exceeding the specified stand height.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade fair booth, during which participants are obliged to enter the booth of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
6. Advertising of an ideological or political nature.
7. Accompanying events on or outside the exhibition grounds during the open hours of the trade fair.

Should it be unclear whether an exhibitor's advertising measures are permitted on the exhibition grounds, Koelnmesse must be consulted early enough to allow sufficient time to assess the matter.

Should the terms of exhibition be violated, Koelnmesse may immediately close the stand of the exhibitor in question and clear it without resorting to legal assistance.

10 "Info-Scout" – the Visitor Information System

Information about your company, as provided on Forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use the attached Form Z.03 to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge**.

11 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

12 Severability clause

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Should the invalidity of provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

13 General Conditions of Participation, Technical Guidelines

The Regulations of the General Conditions of Participation as well as the Technical Guidelines remain unaffected.